



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

E1
12-18-06
COPY

MEMORANDUM

DATE: DEC 18 2006

SUBJECT: Request for Signature for Tolling Agreement Related to the ATOFINA Chemicals Superfund Site

FROM: Eric J. Cohen
Branch Chief

TO: Richard C. Karl
Director, Superfund Division

Enclosed with this memorandum is a copy of a tolling agreement for your signature staying the statute of limitations through May 31, 2007, related to a potential cost recovery action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), for the ATOFINA Chemical Superfund Site, Riverview, Michigan. We recommend that you sign this tolling agreement that already has been executed by the potentially responsible party for the site. The tolling agreement is intended to allow us to negotiate an administrative settlement for past costs with the potentially responsible party which may preclude the need for referring this matter to the Department of Justice for further action. If you have any questions concerning this request or this matter, please feel free to contact Thomas J. Kenney, Senior Attorney, at 6-0708.

cc: T. Kenney, ORC

US EPA RECORDS CENTER REGION 5



406652



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SIGN-OFF FOR OFFICE OF REGIONAL COUNSEL									
STAF F	Attorney/ Paralegal	Section Secretary	Section Chief	Branch Secretary	Branch Chief	RC/DRC Secretary	DRC	Regional Counsel	Other
Initial	EM		JM		R/C			B/K	
Date	12/15/06		12/15/06		12/18/06			12/18/06	



Arkema Inc.
2000 Market Street
Philadelphia, PA 19103-3222

TELECOMMUNICATION COVER SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) AS SOON AS POSSIBLE

THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE PERSON TO WHOM IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR OTHERWISE PROTECTED FROM DISCLOSURE. ANY REVIEW, DISSEMINATION OR USE OF THIS TRANSMISSION OR ITS CONTENTS BY PERSONS OTHER THAN THE ADDRESSEE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND MAIL THE ORIGINAL TO US AT THE ABOVE ADDRESS. THANK YOU.

To: Tom Kenney

Fax: 312-886-0747

From: William J. Hamel
Arkema Inc.

Tel: 215-419-7052

Fax: 215-419-7958

Date: December 13, 2006

Re: Tolling Agreement Concerning the Atofina Chemicals Site
Riverview, MI

Number of pages sent, including cover sheet: 6

Message:

Please note the total number of pages to be transmitted. If you do not receive the number indicated, please call (215) 419-7701.

**TOLLING AGREEMENT CONCERNING
THE ATOFINA CHEMICALS SITE
RIVERVIEW, MICHIGAN**

The United States, on behalf of the United States Environmental Protection Agency ("U.S. EPA" or the "Agency") and the United States Coast Guard ("Coast Guard"), contends that it has a cause of action pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9607, for the recovery of UNREIMBURSED COSTS ("Costs") that the United States has incurred in connection with the ATOFINA Chemicals site ("the site"), which is located in Riverview, Wayne County, Michigan.

Accordingly the United States may pursue civil litigation by filing a complaint against Arkema, Inc., identified as a potentially responsible person ("PRP") within the meaning of CERCLA, 42 U.S.C. § 9601, et seq., for the recovery of such unreimbursed response costs.

By telephone call, U.S. EPA notified ATOFINA Chemicals, Inc., predecessor of Arkema, Inc., that the Agency had undertaken a response action at the Site and as of December 31, 2003, had identified in excess of \$136,994.33 in costs.

The parties to this Tolling Agreement desire to eliminate the need for, or to defer, any litigation or claims against the undersigned Arkema, Inc., without thereby altering the claims or defenses available to the parties hereto, except as specifically provided herein.

NOW THEREFORE, the United States and Arkema, Inc. ("the Parties") stipulate and agree as follows:

1. The Parties agree that the period from July 1, 2004 to May 31, 2007 inclusive ("the Tolling Period"), will not be included in computing the running of any statute of limitations with

regard to any action by the United States pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, to recover unreimbursed response costs that the United States has incurred in connection with the site.

2. The Parties further agree not to consider the Tolling Period in any defense of laches or any defense concerning the timeliness of commencing a civil action.

3. The Parties agree not to assert, plead or raise in any manner, whether by answer, motion or otherwise, in any action with respect to any claim that the United States hereafter may initiate pursuant to CERCLA Section 107, 42 U.S.C. § 9607, to recover unreimbursed response costs that the United States has incurred in connection with the site, any defense or avoidance based on the running of any statute of limitations during the Tolling Period, and any statute of limitations shall be tolled during, and for, such period.

4. The Parties agree that this Tolling Agreement shall apply to and be binding upon them, their successors and assigns.

5. This Tolling Agreement does not constitute any admission or acknowledgment, either directly or indirectly, of liability by any party to this Tolling Agreement. Nor does this Tolling Agreement constitute any admission or acknowledgment on the part of the United States that any statute of limitations, or similar defense concerning the timeliness of commencing a civil action, is applicable to any claim of the United States with respect to the Site. In addition, neither Party shall be prejudiced because of this Tolling Agreement as to its claims, rights or defenses, or the time for filing same.

6. This Tolling Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by any party to this Tolling Agreement that is not set

forth in this Tolling Agreement will be valid or binding. This Tolling Agreement may not be modified except in writing signed by all parties and endorsed herein.

7. The undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party of this document.

8. This Tolling Agreement is intended to be executed on separate signature pages.

ATOFINA CHEMICALS SITE TOLLING AGREEMENT

The United States, on behalf of the United States Environmental Protection Agency,
consents to the terms and conditions of this Tolling Agreement by its duly authorized
representative on this _____ day of _____ 2006.

Richard C. Karl
Director, Superfund Division

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ATOFINA Chemicals SITE TOLLING AGREEMENT

The undersigned Party consents to the terms and conditions
of this Tolling Agreement by its duly authorized representative on this 12th day of
December 2006.

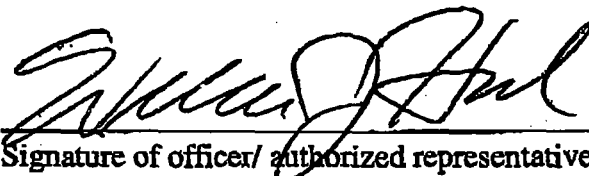
Arkema Inc.
2000 Market Street
Philadelphia, PA 19103

Address

215-419-7052
Phone number

By:

William J. Hamel
Name of officer/ authorized representative
(Please type or print)


Signature of officer/ authorized representative

Vice President, & General Counsel
Title